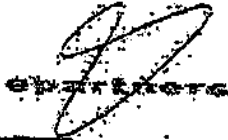


FINAL



SERVICE ORDER

Master Service Order - GMA-002

This Master Service Order GMA-002 (the "Master Service Order") dated as of the 8th day of June, 2005 (the "Master Service Order Effective Date") is entered into by the parties under the provisions of that certain Master Services Agreement dated June 8, 2005 (the "Agreement") by and between ePartners and Customer, and, except as otherwise provided in this Service Order, all applicable provisions of the Agreement are incorporated into this Master Service Order by this reference.

1. **SOFTWARE.** In delivering the Services described in this Service Order, ePartners will be utilizing the software products and modules that are licensed to Customer under the Product Order between Customer and ePartners dated March 31, 2005.
2. **ENGAGEMENT COMMUNICATIONS AND OTHER OPERATING PROCEDURES.**
 - 2.1 **Core Team.** ePartners will appoint one project member for participation on a Project Committee to be comprised of appropriate Customer personnel with proper representation from any department or project having a direct impact on this implementation.
 - 2.2 **Timely and Consistent Status Memos.** ePartners will provide to Customer periodic memos describing ePartners' recent activities. Such memos shall be distributed, without alteration, to each member of the project committee, described in Section 2.1, and to the dedicated Customer project lead or to Customer personnel, as appropriate.
3. **PAYMENT TERMS**
 - 3.1 The following terms apply to the Services contained herein with approximate payment dates:

Due upon Kick-off (week of June 13, 2005)	\$100,000.00
Completion of Super User Training (in accordance with Project Plan)	\$150,000.00
Interim Completion of Discovery / Design (in accordance with Project Plan)	\$150,000.00
Completion of Discovery / Design (in accordance with Project Plan)	\$150,000.00
Monthly Payments to go-live (in accordance with Project Plan)	\$560,000.00
At Go-Live	\$100,000.00
At Close of Books - 1 st Month	\$ 40,000.00
Total	\$1,250,000.00

Payment shall not be unreasonably withheld provided completion of the above Milestones are materially complete. Payment for Travel Expenses will be made in accordance with the terms detailed below. Should the Project Plan or the project deliverables extend beyond the anticipated go-live date contemplated in the above payment schedule, such payment dates will be adjusted to reflect the new go-live.
4. **RATES.** Services provided outside the scope of this Master Service Order will be provided at the following hourly rate(s):

Project Planning and Management	\$ 210/hour
Senior Application Consultant	\$ 185/hour
Senior Developer	\$ 185/hour

ePartners, Inc., Service Order

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Business Process Consultant	\$ 185/hour
Subject Matter Expert	\$ 210/hour
Application Consultant	\$ 165/hour
Developer	\$ 165/hour

Should Customer desire a single billing rate that billing rate shall be \$185/hour. In the event that Customer engages ePartners in a significant project outside of the scope of Services under this Service Order, ePartners and Customer shall negotiate in good faith a mutually acceptable hourly rate

5. **SERVICES.** ePartners will assist Customer in implementing Microsoft Business Solutions Axapta software and other such software listed in the Product Order as an integrated application used to support their business. The implementation will take place at corporate and regional offices in and around New York City and cover domestic and corporate operations.

- 5.1 **Project Definition and Planning.** ePartners will conduct meetings with the Customer's core team to further educate ePartners on Customer's business practices and processing requirements, educate Customer on the configuration decisions available in the software to facilitate business practices, define expectations, and establish a timeline for the implementation. Activities will include documentation of business and functional requirements and identify gaps in software functionality to meet such requirements. Establish a training plan. Establish a data conversion plan. Establish a reporting plan.
- 5.2 **System Construction.** Configuration and Implementation of software modules detailed in the Product Order based on the business and functional requirements. A sampling of those requirements are included in the

attached files.
 Demo Requirements - Highlights.doc
 Capell Deliverables.xls

- 5.2.1 Super User Training for all Modules
- 5.2.2 Establish and execute end-user Training Plan through the use of web-based, classroom, and over-the-shoulder training.
- 5.2.3 Establish a plan for development of operational and financial reports to support the business and provide training around the tools needed. ePartners will develop core Financial Statements (Balance Sheet, Income Statement, Cash Flow) for a single entity as a basis for training Customer team. Training and support will be provided to the Customer team to develop operational reports.
- 5.2.4 Identify the Functional Requirements, develop the Detailed Design, Develop, and Test various customizations or complex configurations to the software. Those identified include the following:
- a) Pending Purchase Order
 - b) Freight / Duty and OOCL Interface
 - c) Bulk Orders and Confirmations
 - d) Single store vs. multi-store based on destination
 - e) Depleting Bulk Orders
 - f) Pack Items - piece and quantity
 - g) Bill of Lading
 - h) Download CIT Chargeback
 - i) Upload P/O Info to Cargo
 - j) Range Pack capability
 - k) UPC / SKU auto generate
- 5.2.5 ePartners will provide assistance to Customer technical resources who will be responsible for preparing, validating, and mapping of all legacy data for the new system. ePartners will assist in data mapping and synchronization (import/export) processes and procedures as well as provide technical information regarding the products identified in the Product Order.
- 5.2.6 ePartners will configure and implement Production capability for domestic operations located in New Jersey. ePartners will perform Discovery work related to international operations such that proper configurations decisions are made to support the future roll-out (Phase 2) of the system to off-shore production locations.

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- 5.2.7 ePartners and its designees will provide three (3) vendor mappings and training to Customer team to develop additional mappings.
- 5.3 Deploy. Support users as the system is deployed in a live environment. Activities will include assistance in running reports, entering transactions, refresh on system functionality and process, and update documentation.
- 5.4 Close. Conduct a de-brief on project results with the core team. Provide documentation developed during the implementation process.
- 5.5 Items specifically excluded from Services:
- 5.5.1 Sharepoint Services
 - 5.5.2 Axapta Customer Portal functionality
 - 5.5.3 Retail POS capability
 - 5.5.4 RFID system integration to Axapta
 - 5.5.5 Non-domestic implementation activities other than certain Discovery work needed to configure the software for Domestic operations.

The Project Work Plan (in MS Project and/or Excel) will be prepared for the professional services to be delivered by ePartners under subsequent Service Orders, as well as the Customer task assignments. The Project Work Plan is the principal task, milestone and budget plan for the project, against which the project will be measured. The Project Work Plan will include material project phases, tasks, estimated due dates, milestones, customer sign-off points, assignments of responsibilities (both ePartners and Customer), estimated ePartners' hours and the total estimated services expenditure. The progress of the project will be updated on the Project Work Plan and reported to the Customer on a periodic basis. The Project Work Plan may be amended from time to time as mutually agreed by the parties. Such consent and approval to modifications to the Project Work Plan shall not be unreasonably withheld or delayed. Any such approved modified Project Work Plan shall completely supersede the prior Project Work Plan unless otherwise noted on the face of such modified Project Work Plan. After such plan is developed and mutually agreed upon by the parties, any subsequent modifications may result in changes to the Estimate of Services specified in Section 6.

Initiation of Services. Week of June 13, 2005.

Estimated Go Live Date. TBD - Established by the Core Team and the ePartners project team.

Service Order(s), covering each phase of the project will be prepared with specific definition on scope and ePartners' and Customers' individual responsibilities. Based on our current understanding of your desired solution, we are anticipating service orders for the following.

- 1) Project Kick-off, Project Plan Development, System Review/Installation, Training Plan, Reporting Plan, Data Migration Plan
- 2) Super User Training, Discovery, Documentation
- 3) Core Configuration
- 4) Customizations
- 5) User Training
- 6) Testing
- 7) Readiness Assessment, Go-Live Assistance

ePartners shall deploy resources with the following responsibilities. Tentative names of staff are provided. Their availability and involvement is dependent upon the mutually agreed to Project Plan.

- 1) Engagement / Project Management (TBD)
- 2) Subject Matter Expert (TBD)
- 3) Senior Application Consultant(s) (TBD)
- 4) Staff Application Consultant(s) (TBD)
- 5) Senior Development Consultant(s) (TBD)
- 6) Staff Development Consultant(s) (TBD)
- 7) Documentation Specialist (TBD)
- 8) Training Specialist (TBD)

ePartners, Inc., Service Order

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6. **ESTIMATES FOR SERVICES.** Services provided under this Master Service Order will be charged on fixed fee basis. The total amount of the service orders, including the Services detailed and provided under this Master Service Order, for implementation of the software referenced in Section 1 of this Agreement is \$1,250,000.00, except as noted below. Customer and ePartners acknowledges that the scope of the implementation services, as defined in this document are based on information and requirements defined by express disclosures of requirements by Customer and information gathering performed by ePartners. The services quote presented in this document is based on the good faith efforts of ePartners to provide Customer information regarding the deliverables and scope of the implementation taking into consideration any exclusions noted in this document. Any material changes in system requirements reflected in new business activities not identified under Service Order GMA-001, the introduction of any third party, the introduction of any additional software, or any similar event and other factors outside of the control or reasonable anticipation of ePartners, including without limitation, Customer's failure to perform any of the Customer obligations, including without limitation those set forth in Section 7 herein, may have an impact on any mutually agreed upon timeline or the services quote provided herein, or both. Consequently, additional service orders may be presented to Customer representing any such changes and the related costs for such changes will be incremental to the \$1,250,000.00 amount specified above. Customer will be notified immediately, and before any work is performed on service orders that are not included in the \$1,250,000.00 amount specified above. ePartners will not perform work on any such service orders without Customer's prior written approval.

Travel fees will be fixed at \$25,000.00 through the initial Phase of the project. Should out-of-scope items be identified, the travel expenses will be billed on an as incurred basis. Payment for Travel Fees will be done on a monthly basis through the term of the initial phase of the project.

7. **CUSTOMER AND EPARTNERS OBLIGATIONS.**

- 7.1 Customer and ePartners mutually maintain overall responsibility for the project schedule and will each assign a Project Manager responsible for the delivery of the project. Duties of each Project Manager include, but are not limited to, a) assigning resources to project tasks, b) preparing project plans, work plans, and project timelines, c) providing timely project status reports to management, d) appropriate project documentation, e) communication to management and project team members of interdependencies and risks on project tasks, f) identification of items that are considered out-of-scope, g) ensure compliance with financial terms of the relationship, h) other project tasks reasonably assumed to be under the purview of a Project Manager.
- 7.2 Customer management supports this project and will manage the schedule to minimize unproductive activities.
- 7.3 Customer must provide a dedicated core team covering all modules and sub-modules affected by the Services of this Service Order, and such team will allocate a material portion of their work time to this project. In total hours that the core team members can expect to spend is an equal amount of time spent on the project as that of the ePartners dedicated team. The Customer core team will be made up of four members with the following general areas of responsibility, a) Project Management as referenced in Section 7.1, b) a person dedicated to learning each area of the Axapta application and the third party modules comprising the solution, c) a person dedicated to supporting integration to both known and unknown integration points between Axapta and third party software products and programs, d) a person dedicated to developing Axapta software customizations and reports used to support the business.
- 7.4 Customer's dedicated team and project management will have the authority and support to define, decide, and modify existing business processes to achieve greater organizational efficiency and to reduce the cost of system implementation and ongoing support.
- 7.5 Customer and ePartners recognize that delays in making decisions relative to internal processes, project objectives, and system configuration may extend the target dates and costs associated with the implementation.
- 7.6 Customer assumes responsibility for providing ePartners written notification regarding any unsatisfactory ePartners personnel. Until such written notification, ePartners may assume that Customer is satisfied with the resources and personnel provided by ePartners. Upon written notification by Customer, ePartners shall replace such personnel within two (2) weeks. ePartners will use commercially reasonable efforts to replace resources, if required, with similar skill set.
- 7.7 Test plans for system integration and user acceptance testing will be prepared by Customer with the ePartners Project Manager's assistance. ePartners will provide a readiness assessment prior to "go-live".

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- 7.8 Customer technical resources will be responsible for preparing, validating, and mapping of all legacy data for the new system. ePartners will assist in data mapping and synchronization (import/export) processes and procedures as well as provide technical information regarding the products identified in the Product Order.
- 7.9 Customer is responsible to provide a technological and processing environment conducive to supporting the system selected by Customer, both during the implementation and subsequent to the implementation, and in accordance with such specifications as recommended by the software publisher and ePartners. Additionally, Customer will provide a Microsoft Sharepoint environment to support project collaboration.
- 7.10 Dedicated person(s) from Customer's implementation team and dedicated person(s) from ePartners will be present at "go-live", as dictated by the project plan.
- 7.11 ePartners will hire a Subject Matter Expert as a full time employee to both support the Capelli project and to assist in the penetration of the Fashion and Apparel market. ePartners encourages Capelli to put forth qualified candidates for interview with the ePartners management team. Such candidates should have both specific industry expertise and an understanding of the technologies that enable and support the Fashion and Apparel vertical market. Expected total compensation level (base salary plus incentives) in the range of \$120k to \$140k dependent on experience. Additionally, ePartners will hire as a member of the Capelli project team, on the ePartners payroll and under the direct supervision of ePartners management, a candidate put forth by Capelli. Capelli will present a number of qualified candidates for consideration. Expected compensation level in the range of \$60k to \$90k (base salary plus incentives) dependent on experience. The tenure of such resource is expected to be through go-live of the system. Employment subsequent to go-live shall be discussed at that time.

8. MISCELLANEOUS PROVISIONS.

- 8.1 This Service Order may be executed by facsimile signature and in multiple counterparts all of which together shall constitute one and the same original document.



* * *

IN WITNESS WHEREOF, this Service Order has been duly executed and delivered by the authorized officers of the parties hereto, to be effective as of the Service Order Effective Date.

ePartners, Inc.

By: Eric K. Forgo

Name: Eric K. Forgo

Title: RVP Professional Services

GMA Accessories, Inc. ("Customer")

By: William Maloof

Name: WILLIAM MALOOF

Title: CEO

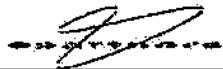
CSM of Record: Erik Svenants

ePartners, Inc., Service Order

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SERVICE ORDER**Master Service Order - GMA-002 Addendum A**

This Master Service Order GMA-002 Addendum A (the "Master Service Order") dated as of the 27th day of September, 2003 (the "Master Service Order Effective Date") is entered into by the parties under the provisions of that certain Master Service Agreement dated June 6, 2003 (the "Agreement") by and between ePartners and Customer, and, except as otherwise provided in this Service Order, all applicable provisions of the Agreement are incorporated into this Master Service Order by this reference.

The following sections are modified and replace those sections contained in the Master Service Order GMA-002 dated June 6th, 2003.

3. PAYMENT TERMS**3.1 The following terms apply to the Services contained herein with approximate payment dates:**

Due upon Kick-off (week of June 13, 2003)	\$100,000.00
Completion of Super User Training (in accordance with Project Plan)	\$150,000.00
Interim Completion of Discovery / Design (in accordance with Project Plan)	\$140,000.00
Completion of Discovery / Design (in accordance with Project Plan)	\$140,000.00
Monthly Payments to go-live (in accordance with Project Plan)	\$312,500.00
At Go-Live	\$100,000.00
At Close of Books - 1 st Month	\$ 40,000.00
Total	\$1,182,500.00

Payment shall not be unreasonably withheld provided completion of the above Milestones are materially complete. Payment for Travel Expenses will be made in accordance with the terms detailed below. Should the Project Plan or the project deliverables extend beyond the anticipated go-live date contemplated in the above payment schedule, such payment dates will be adjusted to reflect the new go-live.

Should the Go-Live of the system extend beyond April 3, 2004, the Go-Live fee detailed below will be reduced by \$7,500.00 for each month of delay up to a maximum of three months.

4. **ESTIMATES FOR SERVICES.** Services provided under this Master Service Order will be charged on fixed fee basis. The total amount of the service orders, including the Services detailed and provided under this Master Service Order, for implementation of the software referenced in Section 1 of this Agreement is \$1,182,500.00, except as noted below. Customer and ePartners acknowledge that the scope of the implementation services, as defined in this document are based on information and requirements defined by express disclosures of requirements by Customer and information gathering performed by ePartners. The services quoted presented in this document is based on the good faith efforts of ePartners to provide Customer information regarding the deliverables and scope of the implementation taking into consideration any exclusions noted in this document. Any material changes in system requirements reflected in new business activities not identified under Service Order GMA-001, the introduction of any third party, the introduction of any additional software, or any similar event and other factors outside of the control of reasonable anticipation of ePartners, including without limitation, Customer's failure to perform any of the Customer obligations, including without limitation those set forth in

ePartners, Inc., Service Order

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Section 7 herein, may have an impact on any mutually agreed upon timeline or the services quote provided herein, or both. Consequently, additional service orders may be presented to Customer representing any such changes and the related costs for such changes will be incremental to the \$1,362,800.00 amount specified above. Customer will be notified immediately, and before any work is performed on service orders that are not included in the \$1,362,800.00 amount specified above. ePartners will not perform work on any such service orders without Customer's prior written approval.

Travel fees will be fixed at \$25,000.00 through the Initial Phase of the project. Should out-of-scope items be identified, the travel expenses will be billed on an as incurred basis. Payment for Travel Fees will be done on a monthly basis through the term of the Initial phase of the project.

7. CUSTOMER AND ePARTNERS OBLIGATIONS.

- 7.1 Customer and ePartners mutually maintain overall responsibility for the project schedule and will each assign a Project Manager responsible for the delivery of the project. Duties of each Project Manager include, but are not limited to, a) assigning resources to project tasks, b) preparing project plans, work plans, and project timelines, c) providing timely project status reports to management, d) appropriate project documentation, e) communication to management and project team members of interdependencies and risks on project tasks, f) identification of items that are considered out-of-scope, g) ensure compliance with financial terms of the relationship, h) other project tasks reasonably assumed to be under the purview of a Project Manager.
- 7.2 Customer management supports this project and will manage the schedule to minimize unproductive activities.
- 7.3 Customer must provide a dedicated core team covering all modules and sub-modules affected by the services of this Service Order, and such team will allocate a material portion of their work time to this project, in total hours that the core team members can expect to spend is an equal amount of time spent on the project as that of the ePartners dedicated team. The Customer core team will be made up of four members with the following general areas of responsibility: a) Project Management as referenced in Section 7.1, b) a person dedicated to learning each area of the Acapta application and the third party modules comprising the solution, c) a person dedicated to supporting integration to both known and unknown integration points between Acapta and third party software products and programs, d) a person dedicated to developing Acapta software customizations and reports used to support the business.
- 7.4 Customer's dedicated team and project management will have the authority and support to define, decide, and modify existing business processes to achieve greater organizational efficiency and to reduce the cost of system implementation and ongoing support.
- 7.5 Customer and ePartners recognize that delays in making decisions relative to internal processes, project objectives, and system configuration may extend the target dates and costs associated with the implementation.
- 7.6 Customer assumes responsibility for providing ePartners written notification regarding any unsatisfactory ePartners personnel. Until such written notification, ePartners may assume that Customer is satisfied with the resources and personnel provided by ePartners. Upon written notification by Customer, ePartners shall replace such personnel within two (2) weeks. ePartners will use commercially reasonable efforts to replace resources, if required, with similar skill set.
- 7.7 Test plans for system/integration and user acceptance testing will be prepared by Customer with the ePartners Project Manager's assistance. ePartners will provide a readiness assessment prior to "go-live".
- 7.8 Customer technical resources will be responsible for preparing, validating, and mapping of all legacy data for the new system. ePartners will assist in data mapping and synchronization (import/export) processes and procedures as well as provide technical information regarding the products identified in the Product Order.
- 7.9 Customer is responsible to provide a technological and processing environment conducive to supporting the system selected by Customer, both during the implementation and subsequent to the implementation, and in accordance with such specifications as recommended by the software publisher and ePartners. Additionally, Customer will provide a Microsoft Sharepoint environment to support project collaboration.
- 7.10 Dedicated person(s) from Customer's implementation team and dedicated person(s) from ePartners will be present at "go-live", as dictated by the project plan.
- 7.11 ePartners will hire a qualified Subject Matter Expert as a full time employee to both support the Capelli project and to assist in the penetration of the Fashion and Apparel market. ePartners encourages Capelli to put forth qualified candidates for interview with the ePartners management team. Such candidates should have both specific industry expertise and an understanding of the technologies that enable and support the Fashion and

ePartners, Inc., Service Order

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Apparel vertical market. Expected total compensation level (base salary plus incentives) in the range of \$120k to \$140k dependent on experience.

* * *

IN WITNESS WHEREOF, this Service Order has been duly executed and delivered by the authorized officers of the parties hereto, to be effective as of the Service Order Effective Date.

ePartners, Inc.

GMA Accessories, Inc. ("Customer")

By: _____

By: _____

Name: Erik K. Evans

Name: Eric S. Smith

Title: SVP Professional Services

Title: VP Director

CSM of Record: Erik Evans

ePartners, Inc., Service Order

**SERVICE ORDER****Master Service Order - GMA-002 Addendum A**

This Master Service Order GMA-002 Addendum A (the "Master Service Order") dated as of the 27th day of September, 2005 (the "Master Service Order Effective Date") is entered into by the parties under the provisions of that certain Master Services Agreement dated June 8, 2005 (the "Agreement") by and between ePartners and Customer, and, except as otherwise provided in this Service Order, all applicable provisions of the Agreement are incorporated into this Master Service Order by this reference.

The following sections are modified and replace those sections contained in the Master Service Order GMA-002 dated June 8th, 2005.

3. PAYMENT TERMS

3.1 The following terms apply to the Services contained herein with approximate payment dates:

Due upon Kick-off (week of June 13, 2005)	\$100,000.00
Completion of Super User Training (in accordance with Project Plan)	\$150,000.00
Interim Completion of Discovery / Design (in accordance with Project Plan)	\$140,000.00
Completion of Discovery / Design (in accordance with Project Plan)	\$140,000.00
Monthly Payments to go-live (in accordance with Project Plan)	\$512,500.00
At Go-Live	\$100,000.00
At Close of Books - 1 st Month	\$ 40,000.00
Total	\$1,182,500.00

Payment shall not be unreasonably withheld provided completion of the above Milestones are materially complete. Payment for Travel Expenses will be made in accordance with the terms detailed below. Should the Project Plan or the project deliverables extend beyond the anticipated go-live date contemplated in the above payment schedule, such payment dates will be adjusted to reflect the new go-live.

Should the Go-Live of the system extend beyond April 3, 2006, the Go-Live fee detailed below will be reduced by \$7,500.00 for each month of delay up to a maximum of three months.

6. **ESTIMATES FOR SERVICES.** Services provided under this Master Service Order will be charged on fixed fee basis. The total amount of the service orders, including the Services detailed and provided under this Master Service Order, for implementation of the software referenced in Section 1 of this Agreement is \$1,182,500.00, except as noted below. Customer and ePartners acknowledge that the scope of the implementation services, as defined in this document are based on information and requirements defined by express disclosures of requirements by Customer and information gathering performed by ePartners. The services quote presented in this document is based on the good faith efforts of ePartners to provide Customer information regarding the deliverables and scope of the implementation taking into consideration any exclusions noted in this document. Any material changes in system requirements reflected in new business activities not identified under Service Order GMA-001, the introduction of any third party, the introduction of any additional software, or any similar event and other factors outside of the control or reasonable anticipation of ePartners, including without limitation, Customer's failure to perform any of the Customer obligations, including without limitation those set forth in

ePartners, Inc., Service Order

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Section 7 herein, may have an impact on any mutually agreed upon timeline or the services quote provided herein, or both. Consequently, additional service orders may be presented to Customer representing any such changes and the related costs for such changes will be incremental to the \$1,182,500.00 amount specified above. Customer will be notified immediately, and before any work is performed on service orders that are not included in the \$1,182,500.00 amount specified above. ePartners will not perform work on any such service orders without Customer's prior written approval.

Travel fees will be fixed at \$25,000.00 through the initial Phase of the project. Should out-of-scope items be identified, the travel expenses will be billed on an as incurred basis. Payment for Travel Fees will be done on a monthly basis through the term of the initial phase of the project.

7. CUSTOMER AND EPARTNERS OBLIGATIONS.

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- 7.2 Customer management supports this project and will manage the schedule to minimize unproductive activities.
- 7.3 Customer must provide a dedicated core team covering all modules and sub-modules affected by the Services of this Service Order, and such team will allocate a material portion of their work time to this project. In total hours that the core team members can expect to spend is an equal amount of time spent on the project as that of the ePartners dedicated team. The Customer core team will be made up of four members with the following general areas of responsibility, a) Project Management as referenced in Section 7.1, b) a person dedicated to learning each area of the Axapta application and the third party modules comprising the solution, c) a person dedicated to supporting integration to both known and unknown integration points between Axapta and third party software products and programs, d) a person dedicated to developing Axapta software customizations and reports used to support the business.
- 7.4 Customers dedicated team and project management will have the authority and support to define, decide, and modify existing business processes to achieve greater organizational efficiency and to reduce the cost of system implementation and ongoing support.
- 7.5 Customer and ePartners recognize that delays in making decisions relative to internal processes, project objectives, and system configuration may extend the target dates and costs associated with the implementation.
- 7.6 Customer assumes responsibility for providing ePartners written notification regarding any unsatisfactory ePartners personnel. Until such written notification, ePartners may assume that Customer is satisfied with the resources and personnel provided by ePartners. Upon written notification by Customer, ePartners shall replace such personnel within two (2) weeks. ePartners will use commercially reasonable efforts to replace resources, if required, with similar skill set.
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- 7.11 ePartners will hire a qualified Subject Matter Expert as a full time employee to both support the Capelli project and to assist in the penetration of the Fashion and Apparel market. ePartners encourages Capelli to put forth qualified candidates for interview with the ePartners management team. Such candidates should have both specific industry expertise and an understanding of the technologies that enable and support the Fashion and

Apparel vertical market. Expected total compensation level (base salary plus incentives) in the range of \$120k to \$140k dependent on experience.

* * *

IN WITNESS WHEREOF, this Service Order has been duly executed and delivered by the authorized officers of the parties hereto, to be effective as of the Service Order Effective Date.

ePartners, Inc.

GMA Accessories, Inc. ("Customer")

By: _____

By:  _____

Name: Eric K. Forgo

Name: Elle Salas

Title: RVP Professional Services

Title: PT Director

CSM of Record: Erik Sevenants